

97.5 Scarlet FM – Competition Terms and Conditions

These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Term ("Terms"), together to be defined as the "Competition", unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Terms.

The Competition(s) is organised and operated by TCB (TOWN & COUNTRY BROADCASTING LTD), its sponsor(s) or any company, radio station or website owned or controlled (directly or indirectly)("us", "we", "our" "TCB").

Terms specific to each Competition are displayed in a notice included on the radio station's website web page posting for such Competition (the "Competition Notice") and are incorporated herein. In the event of discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.

We reserve the right to cancel or amend the Competition, the Competition Notice or these Terms at any time without prior notice. Any changes will be posted either within a Competition Notice or these Terms. A copy of the Terms may also be obtained by sending a stamped self-addressed envelope addressed "Competition Terms" to the radio station

In the event of any dispute regarding conduct, results and all other matters relating to a Competition, our decision will be final and no correspondence or discussion shall be entered into.

Qualifying Entrants

To qualify to enter the Competition you must be resident in the United Kingdom .

Employees of TCB or any company involved in the Competition or, if relevant, any advertising agency connected with us, or any such person's subsidiary or associated companies, agents or members of their families or households, are not eligible to enter the Competition. We reserve the right to verify the eligibility of all entrants.

Additional eligibility requirements may apply to a specific Competition, e.g. a valid passport, visas and/or driver's licence. Provision of such documents will be required if the Competition prize includes travel outside the United Kingdom and/or car hire.

By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete.

We assume that by using our site and entering the Competition (and you warrant that) either you have legal capacity to enter the Competition and agree to the Terms (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract) or your parents have consented to your entry of the Competition and use of these Terms.

We reserve the right to disqualify any entrant if we have reasonable grounds to believe the entrant has significantly breached any of these terms and conditions.

In the event that any entrant is disqualified from the Competition, in our sole discretion we may decide whether a replacement contestant should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Terms.

By signing the Agreement, you confirm and warrant that, to the best of your knowledge, you have no medical condition that could be adversely affected by any of the events or activities planned or reasonably expected to be involved in the Competition. You must notify TCB of any medical or other condition which may mean that you are unfit for travel or participation in the Competition as soon as you become aware of such a condition.

You must take all reasonable steps to ensure your own health and safety. Any behaviour or act or conduct by you (including without limitation any abusive behaviour, physical or psychological).which TCB considers to pose any medical, security or safety risk may lead to your immediate disqualification.

You are obliged to take all reasonable steps to ensure the safety standards and the general appropriateness of activities undertaken during the Competition and acknowledge that all activities are undertaken at your own risk. TCB reserve the right to forfeit your place on the Competition or the Prize (without liability or compensation) if, in its reasonable opinion, you may expose yourself or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Competition.

You agree not to carry on your person (or in your possession or control) or to purchase or consume during the Competition any illegal substance. You acknowledge and agree that alcohol consumption will only be allowed with the express prior consent of TCB and any health and safety team, who will have full authority to restrict your levels of consumption.

Competition Entries

Only one entry per person per Competition is allowed. Incomplete or indecipherable entries will be void (in TCB's absolute discretion).

Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry.

There is no purchase requirement to enter a Competition.

Source material used by TCB's question compilers shall be taken as correct.

Where participation in a Competition involves utilising a premium rate telephone line we will adhere to the ICSTIS rules. Calls will normally cost a premium charge plus the standard rate for you mobile network provider. You should check with your network for more details. For the avoidance of doubt, the cost of calls from different mobile phone service providers may vary.

Proof of posting cannot be accepted as proof of delivery. We cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications

line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside our control.

Entrants should note that unless stated otherwise by us, we do not accept responsibility for the return of any Competition entries, including those consisting of artistic or other material, and may dispose of entries at our discretion.

Prizes

Prize winners will be chosen at random unless specified otherwise in the Competition Notice, from all qualifying entries within 28 days of the closing date specified in the Competition Notice.

Tiebreakers, disputes, conflicts, questions or concerns will be managed by a member of our staff and, if required by law, by an independent adjudicator. In all matters, the decision(s) shall be final and no correspondence or discussion shall be entered into.

Prize winners will be notified in the manner and within the time specified on the Competition Notice. Return of any prize notification as undeliverable or failure to reply as specified in the notification within the time stated therein may result in disqualification and selection of an alternate winner. If more than one prize is awarded only one prize per entrant will be awarded. Competition winners' names may be published on our website or you can write to the radio station, naming the specific competition and including a self-addressed stamped envelope for a list of winners. Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.

Prizes are non-transferable and there is no cash alternative. We reserve the right to substitute prizes of equal or greater value at any time.

We reserve the right, in our absolute discretion, to request a proof of identity in the form of your passport, driving licence and a utility bill bearing your address.

Prizes are awarded at our discretion and prizes may be withheld in the event of improper actions by or on behalf of any entrant. If the improper action is discovered after the prize has been released you undertake, if required, to return the same (or provide compensation) to TCB forthwith.

Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Notice and must be observed. We reserve the right to request written proof of age of any winner.

All prizes will be presented to winners via the UK mail service, unless otherwise noted. TCB does not accept any liability or claims for prizes which are lost, delayed or damaged in the post or otherwise not validly received by you

We will not be responsible for replacing a prize if a concert or ticketed event has been awarded as a prize and the concert or event is cancelled or postponed.

A person or people at the same residential address may not win more than one prize valued at £500 or greater within a one-year period following the first win.

Prizes must be taken in accordance with the dates and destinations and number of passengers specified by TCB

There will be no cash alternative. There will be no alternative destination.

Holidays are non-transferable. Holidays are subject to availability. You must hold a valid UK passport with at least 6 months' further duration (or competition entry will be invalid).

Holidays are not available to persons under the age of 18 without the express prior written permission of TCB. Children between the ages of 12 and 16 years for the purpose of airfares are considered to be adults. Children under 18 years of age must obtain written consent from a parent or guardian and cannot travel unless accompanied by an adult over the age of 18.

You must comply with the terms and limitations of any insurance policy relating to the holiday.

You must comply with the terms and conditions of the airline and other transportation and venues involved in the Competition or the Prize. In particular, you shall comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

You are not entitled nor authorised in any way to commit TCB to any contract, expense or cost entered into or incurred without its advance written acceptance of the same. No variation of these Terms is effective unless approved by an authorised representative of TCB in writing.

Passport control and in-country authorities will reserve the right to refuse entry. If you are refused passage and or entry/exit to or from the country being visited, any additional costs incurred will be your sole responsibility.

Any flights, other transport, airport details, accommodation or other aspects of the Prize, dates and times quoted by TCB or its agents are for guidance only and are subject to change without notice with no liability arising. You must have sufficient financial resources to meet any financial commitment which they may incur in connection with the Prize beyond those included in the Prize itself (including, without limitation, transfers to and from a London airport, meals and drinks).

The winner agrees to accept all blackout dates, space availability, requirements etc established by our prize partner(s).

You must comply with and are responsible for attending to any inoculation and health regulations required for your destination.

Intellectual Property Rights

You hereby grant and assign to TCB the entire copyright and other intellectual property rights in and/or arising from your entry and your involvement in the Competition (including, without limitation, all interviews, pictures, audio, audio-visual, whether your appearance is featured or

incidental) in all media and technology (the "Products"), and where such Products are not in existence at the date of this Agreement, by way of present assignment or future assignment.

You represent and warrant that you have the right, power and authority to grant the rights set out above and that you have obtained all consents and permissions in respect of the same.

For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition will vest exclusively in TCB for its own use (in its absolute discretion).

In consideration of us agreeing to consider entrants to the Competition, each entrant hereby assigns to us the complete copyright and all other rights in any entry, which shall be for the full period of copyright. We shall be free to assign such rights to third parties.

You hereby warrant that the information that you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything, which is libellous, defamatory, obscene, indecent, harassing or threatening and shall indemnify TCB for any loss, damage or liability arising in connection therewith. If relevant, we reserve the right, but not the obligation (and without limiting our rights under your warranty and indemnity above), to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

Liability

TCB is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the competition or prizes other than those costs and expenses specifically provided for in the prize (if any). This exclusion does not include any liability for negligence by TCB or death or personal injury arising out of such negligence.

We cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition.

It is agreed and accepted by you that TCB shall have no liability whatsoever in respect to competitions operated on behalf of third parties, eg. Sponsor.

Confidentiality

You undertake not at any time to disclose, reveal, communicate or otherwise make public any confidential information relating to TCB, its business, personnel, servants, agents or officers to anyone.

You may not publicise your involvement in the competition or the fact that you have won a prize without the prior written permission of TCB.

Data Protection and Publicity

Winners may be requested to take part in promotional activity and we reserve the right to use the names of winners, their photographs and audio and/or visual recordings of them in any publicity.

Any personal data relating to entrants will be used solely in accordance with current UK data protection legislation and will not, subject to 55 above, be disclosed to a third party without the individual's prior consent.

General

There is no fee payable to you in respect of your involvement in the Competition.

The Terms (unless otherwise expressly confirmed in writing by TCB) supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Competition or the Prize or any of these Terms should be relied upon unless confirmed in writing by TCB. The invalidity, illegality, or unenforceability of the whole or part of a Term or Condition does not affect or impair the continuation in force of the remainder of the Terms.

In the event that any provision of these terms are held to be illegal, invalid, void or otherwise unenforceable it shall be severed from the remaining provisions of these Terms which shall continue in full force and effect.

The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies

These Terms are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them. Accordingly no person shall derive any benefit or have any right, entitlement or claim in relation to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

Jurisdiction

The Competition and the terms and conditions of this agreement will be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

How to contact us :

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Telephone 0845-890-4000